

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				<b>1. Contract ID Code</b> Firm-Fixed-Price		<b>Page 1 Of 4</b>	
<b>2. Amendment/Modification No.</b>  P00027		<b>3. Effective Date</b>  2004JUL20		<b>4. Requisition/Purchase Req No.</b>  SEE SCHEDULE		<b>5. Project No. (If applicable)</b>	
<b>6. Issued By</b> TACOM WARREN AMSTA-AQ-ADEAF DAVID FORSGREN (586)574-6880 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: FORSGRED@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>7. Administered By (If other than Item 6)</b> DCMA CHICAGO 1523 WEST CENTRAL ROAD BLDG 203 ARLINGTON HEIGHTS IL 60004-2451  <b>SCD C PAS NONE ADP PT HQ0339</b>			
<b>8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)</b>  ENGINEERED AIR SYSTEMS, INC. 201 EVANS LANE SAINT LOUIS, MO. 63121-1126  TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/> <b>9A. Amendment Of Solicitation No.</b>  <input type="checkbox"/> <b>9B. Dated (See Item 11)</b>  <input checked="" type="checkbox"/> <b>10A. Modification Of Contract/Order No.</b> DAAK01-96-C-0040 <b>10B. Dated (See Item 13)</b> 1996MAR21			
<b>Code</b> 90598		<b>Facility Code</b>					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers  
☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
(a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting And Appropriation Data (If required)**  
ACRN: AR NET INCREASE: \$29,570.72

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

KIND MOD CODE: G

It Modifies The Contract/Order No. As Described In Item 14.

<input type="checkbox"/>	<b>A. This Change Order is Issued Pursuant To:</b> The Contract/Order No. In Item 10A.	<b>The Changes Set Forth In Item 14 Are Made In</b>
<input type="checkbox"/>	<b>B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).</b>	
<input checked="" type="checkbox"/>	<b>C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:</b> Mutual Agreement of the Parties	
<input type="checkbox"/>	<b>D. Other (Specify type of modification and authority)</b>	

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return \_\_\_\_\_ copies to the Issuing Office.

**14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

SEE SECOND PAGE FOR DESCRIPTION

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

<b>15A. Name And Title Of Signer (Type or print)</b>		<b>16A. Name And Title Of Contracting Officer (Type or print)</b> YVETTE THOMPSON THOMPSON@TACOM.ARMY.MIL (586)574-7356	
<b>15B. Contractor/Offeror</b>  _____ (Signature of person authorized to sign)	<b>15C. Date Signed</b>	<b>16B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)	<b>16C. Date Signed</b>  2004JUL20

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAK01-96-C-0040 <b>MOD/AMD</b> P00027	<b>Page</b> 2 <b>of</b> 4
<b>Name of Offeror or Contractor:</b> ENGINEERED AIR SYSTEMS, INC.		

SECTION A - SUPPLEMENTAL INFORMATION

Contract: DAAK01-96-C-0040  
Modification: P00027  
Contractor: Engineered Air Systems Inc.  
Previous Contract amount: \$5,719,312.90  
Amount of this action: \$29,570.72  
Cumulative Contract amount: \$5,748,883.62

1. The purpose of Modification P00027 is to establish a firm fixed-price line item 0018AA for services to retrieve and dispose of chemicals located at EASI, St. Louis, Missouri. The Contractor shall perform the following Statement of Work:

- a. Remove 146 each Modular Base Petroleum Lab (MBPL) Over-pack containers from the interior of EASI's facility located at 1270 North Price Road, St. Louis, Missouri.
- b. Load the 146 Over-pack containers onto EASI trailers located at 1270 North Price Road, St. Louis, Missouri.
- c. Remove all chemicals from each Over-pack container.
- d. Repack each Over-pack container and reload the Over-pack containers (minus chemicals) into the Modular Base Petroleum Labs.
- e. Ship the chemicals that have been removed from the MBPL Over-pack containers to an environmental waste disposal company with an EPA permit. The Contractor shall ensure that the MBPL chemicals are transported by a certified hazardous waste carrier.
- f. Coordinate and document disposal of the chemicals. The Contractor shall ensure that the certified hazardous waste material carrier prepare a manifest to document and track shipment of the MBPL chemicals from 1270 North Price Road, St. Louis Missouri to the environmental waste disposal facility. Copies of all certifications and shipping documents including certifications from the hazardous waste material carrier and environmental waste disposal facility, and shipping manifest shall be made available to the Government upon request.

2. The foregoing actions by the Contractor (including the handling, storage, packaging, transportation, and disposal of all the chemicals associated with the MBPL located at the EASI facility) are to be completed in accordance with all applicable Federal, State, and local laws and regulations.

3. The Contractor is responsible/liable for cleanup of any spills/releases of regulated materials during handling, storage, packaging, transportation and disposal of the chemicals that are being disposed of under this Modification. The Government is not responsible for any additional cost accrued by the Contractor for cleanup of spills/releases of the chemicals or any other cost during performance of this Modification.

4. The Contractor agrees to waive and release liability, and agrees indemnify and hold harmless Government, its employees and agents from any and all claims, costs, expenses, liabilities, fines, or penalties resulting from any discharges, releases, emissions, spills, storage, disposal, or any other action related to this Modification by the Contractor. However, nothing in the foregoing agreement shall be construed as a waiver of any Governmental immunity that has been provided to the Government, its employees and agents, by statute or court decisions.

3. As a result of this modification P00027, the total contract amount is hereby increased by \$29,570.72 from \$5,719,312.90 to \$5,748,883.62, and all other terms and conditions remain unchanged except as stated herein.

Name of Offeror or Contractor: ENGINEERED AIR SYSTEMS, INC.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0018	SECURITY CLASS: Unclassified				
0018AA	<div>SERVICES LINE ITEM</div> <div>NOUN: MBPL CHEMICAL DISPOSAL PRON: P136G1112T    PRON AMD: 01    ACRN: AR AMS CD: 53300725137</div> <div>Services to retrieve and dispose of MBPL chemicals IAW the Statement of Work on page 2 of this Modification P00027.</div> <div>(End of narrative C001)</div> <div>Inspection and Acceptance INSPECTION: Origin      ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH    </div>				

Name of Offeror or Contractor: ENGINEERED AIR SYSTEMS, INC.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR	ACRN	OBLG STAT/ JOB ORD NO	PRIOR AMOUNT	INCREASE/DECREASE AMOUNT	CUMULATIVE AMOUNT
0018AA	P136G1112T	AR	2	\$ 0.00	\$ 29,570.72	\$ 29,570.72
	53300725137		3ZCP37			
	A13P51371C2T					
				NET CHANGE	\$ 29,570.72	

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AR	21 32035000031C1C09P53300725FB S20113	W56HZV	\$ 29,570.72
				NET CHANGE \$ 29,570.72

	PRIOR AMOUNT OF AWARD	INCREASE/DECREASE AMOUNT	CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$ 5,719,312.90	\$ 29,570.72	\$ 5,748,883.62